

12-28-2007

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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103471425

To the Director of the U. S. Patent a.

use record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JOINT JUICE, INC., a California corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: California  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Ack of Intel. Prop. Collateral Lien

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank National Association

Internal

Address: Scott Johnston

Street Address: 245 S. Los Robles Ave., Suite 700

City: Pasadena

State: California

Country: USA Zip: 91101

- ☒ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78/747214; 78/747481; 78/747492; 78/603684; 78/650087;  
78/781943; 78/868696; 77/124372; 77/124374; 77/124379;  
77/039316

B. Trademark Registration No.(s)

2625534; 2727656

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Morgan, Lewis & Bockius LLP-

Internal Address: Kathryn Romano, Paralegal

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7302

Fax Number: 213.612.2501

Email Address: kromano@morganlewis.com

**6. Total number of applications and registrations involved:**

13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_  
02 FC:8522

**9. Signature:**

*Kathryn Romano*  
Signature

December 18, 2007

Date

Kathryn Romano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003686 FRAME: 0232

# PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of December 12, 2007, is made by and between JOINT JUICE, INC., a California corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

## Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to:

(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with, upon an Event of Default, power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is

coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall, within 25 days after the end of each calendar quarter, provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Subsidiary's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Subsidiary's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall, within 25 days after the end of each calendar quarter, provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Subsidiaries.** As of the date hereof, no Subsidiary owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Subsidiary to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Subsidiary to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Debtor owns each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will own, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, each such Patent or Trademark free and clear of all Liens except Permitted Liens, and

(ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** Except as permitted under the Credit Agreement, the Debtor will at its own expense, to the extent reasonably advisable in its business, take all commercially reasonable action to protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Except as permitted under the Credit Agreement, the Debtor will at its own expense, take all commercially reasonable action necessary to maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that, to the extent reasonably advisable in its business, it will take all commercially reasonable action to avoid abandoning or failing to pay any maintenance fee or annuity due and payable on any Patent or Trademark, or failing to file any required affidavit or renewal in support thereof, without first providing the Secured Party:

(i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** Except as permitted under the Credit Agreement, if the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the

Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. [Intentionally omitted.]

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any

of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Joint Juice, Inc.  
444 Spear Street, Suite 105  
San Francisco, CA 94105  
Attn: William M. Messana

JOINT JUICE, INC.  
By [Signature]  
Print Name: JOHN ROBERTSON  
Its: C.E.O.

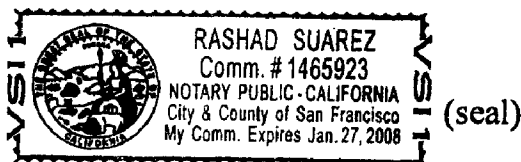
STATE OF CALIFORNIA

COUNTY OF San Francisco

On Dec. 12, 2007, before me, Rashad Suarez, personally appeared JACK ROBERTSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that ~~she~~/he executed the same in his/~~her~~ authorized capacity and that, by his/~~her~~ signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]

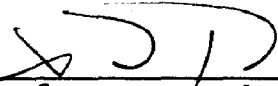


[signatures continued on next page]

S-1

Wells Fargo Business Credit  
245 S. Los Robles Avenue, Suite 700  
Pasadena, California 91101  
Telecopier: 626.844.9063  
Attention: Relationship Manager (Joint Juice)

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By   
SCOTT JOHNSTON  
Its Vice President

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On Dec. 12, 2007, before me, RASHAD SUAREZ, personally  
appeared SCOTT JOHNSTON, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument, and acknowledged to me that ~~she~~/he executed the same in his/~~her~~ authorized  
capacity and that, by his/~~her~~ signature on the instrument the person, or entity upon behalf of  
which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 



(seal)

S-2

WFBC/Joint Juice  
Patent and Trademark Security Agreement

I-LA 960781.4

TRADEMARK  
REEL: 003686 FRAME: 0239



**EXHIBIT A****PATENTS****U.S. Patents**

Alternative Docket ID	Docket Number	Status	Substatus	Title	Application Number	Application Date	Patent Number	Grant Date	Inventors
JJIL-0110	082077-0102	Granted		FOOD SUPPLEMENT CONTAINING A CARTILAGE SUPPLEMENT	09/338021	6/22/1999	6391864	5/21/2002	Kevin R. Stone
JJIL-0110CP	082077-0106	Granted		CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	09/598634	6/21/2000	6432929	8/13/2002	Kevin R. Stone
JJIL-0110CP3	082077-0112	Pending	Published	CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	10/189664	7/3/2002			Kevin R. Stone
JJIL-0144	082077-0171	Pending		CLEAR FILTERED NUTRITIONAL SUPPLEMENT BEVERAGE AND FILTRATION METHOD	11/866466	10/3/2007			Stewart Irving

**Foreign Patents**

Alternative Docket ID	Docket Number	Country	Status	Title	Application Number	Patent Number	Grant Date	Earliest Priority Country Code	Priority App No
JJIL-0110AUDV	082077-0104	Australia	Pending	CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	2005203619			US	60/080985
JJIL-0110CA	082077-0105	Canada	Pending	CARTILAGE ENHANCING FOOD SUPPLEMENTS AND METHODS OF PREPARING THE SAME	2377627			US	60/080985

A-1

WFBC/Joint Juice  
Patent and Trademark Security Agreement

1-LA-960781

**TRADEMARK**  
**REEL: 003686 FRAME: 0240**

**EXHIBIT B****TRADEMARKS****U.S. Trademarks**

Alternative ID	Docket No.	Status	Trademark	Application No	Application Date	Registration No	Registration Date
JJIL-0111	082077-0122	Registered	JOINT JUICE	75/727560	14-Jun-1999	2625534	24-Sep-2002
JJIL-0111A	082077-0123	Registered	JOINT JUICE	76/125094	07-Sep-2000	2727656	17-Jun-2003
JJIL-0124A	082077-0144	Pending	BRAIN JUICE	78/747214	04-Nov-2005		
JJIL-0125A	082077-0147	Pending	BONE JUICE	78/747481	04-Nov-2005		
JJIL-0126A	082077-0148	Pending	HEART JUICE	78/747492	04-Nov-2005		
JJIL-0127	082077-0138	Pending	EYE JUICE	78/603684	07-Apr-2005		
JJIL-0128-TM	082077-0139	Pending	MULTI JUICE	78/650087	14-Jun-2005		
JJIL-0132	082077-0143	Pending	TRIM JUICE	78/781943	28-Dec-2005		
JJIL-0133	082077-0151	Pending	JOINT WATER	78/868696	25-Apr-2006		
JJIL-0141/TM	082077-0168	Pending	EYE JUICE	77/124372	07-Mar-2007		
JJIL-0142/TM	082077-0169	Pending	DERMA JUICE	77/124374	07-Mar-2007		
JJIL-0143/TM	082077-0170	Pending	SKIN JUICE	77/124379	07-Mar-2007		
JJIL-135/TM	082077-0154	Pending	JOINT JUICE FITNESS	77/039316	08-Nov-2006		

**Foreign Trademarks**

Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
JJIL-0111AAU	082077-0124	Australia	Registered	JOINT JUICE	868553	08-Mar-2001		
JJIL-0111ABR	082077-0125	Brazil	Pending	JOINT JUICE	823684601	07-Mar-2001		
JJIL-0111ACA	082077-0126	Canada	Registered	JOINT JUICE	1095205	07-Mar-2001	TMA631064	25-Jan-2005
JJIL-0111ACI	082077-0127	China	Registered	JOINT JUICE	3648972	28-Jul-2003	3648972	07-Feb-2005
JJIL-0111ACI2	082077-0128	China	Pending	JOINT JUICE	5005342	16-Nov-2005		
JJIL-0111ACI3	082077-0129	China	Pending	JOINT JUICE	5005343	16-Nov-2005		

B-1

*WFBC/Joint Juice  
Patent and Trademark Security Agreement*

1-LA 960781

**TRADEMARK  
REEL: 003686 FRAME: 0241**

Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
JJIL-0111ACTM	082077-0130	European Union	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-AT	082077-0130-AT	Austria	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-BX	082077-0130-BX	Benelux	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-CY	082077-0130-CY	Cyprus	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-CZ	082077-0130-CZ	Czech Republic	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-DE	082077-0130-DE	Germany	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-DK	082077-0130-DK	Denmark	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-EE	082077-0130-EE	Estonia	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-ES	082077-0130-ES	Spain	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-FI	082077-0130-FI	Finland	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-FR	082077-0130-FR	France	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-GB	082077-0130-GB	United Kingdom	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-GR	082077-0130-GR	Greece	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-HU	082077-0130-HU	Hungary	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-IE	082077-0130-IE	Ireland	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-IT	082077-0130-IT	Italy	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-JE	082077-0130-JE	Jersey	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001

B-2

WFBC/Joint Juice  
Patent and Trademark Security Agreement

I-LA-960781

TRADEMARK  
REEL: 003686 FRAME: 0242

Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
JE								
JJIL-0111ACTM-LT	082077-0130-LT	Lithuania	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-LV	082077-0130-LV	Latvia	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-MT	082077-0130-MT	Malta	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-PL	082077-0130-PL	Poland	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-PT	082077-0130-PT	Portugal	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-SE	082077-0130-SE	Sweden	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-SI	082077-0130-SI	Slovenia	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111ACTM-SK	082077-0130-SK	Slovakia	Registered	JOINT JUICE	002126134	07-Mar-2001	002126134	07-Mar-2001
JJIL-0111AID	082077-0178	India	Pending	JOINT JUICE		28-Nov-2007		
JJIL-0111AJP	082077-0131	Japan	Registered	JOINT JUICE	2001-024186	16-Mar-2001	4615603	25-Oct-2002
JJIL-0111AJP2	082077-0135	Japan	Registered	JOINT JUICE (Katakana)	2006-92149	03-Oct-2006	5042347	20-Apr-2007
JJIL-0111AKR	082077-0132	Korea (South)	Registered	JOINT JUICE	2005-0026033	08-Jun-2005	40-0676360	30-Aug-2006
JJIL-0111AMX	082077-0133	Mexico	Registered	JOINT JUICE	474684	07-Mar-2001	729765	15-Jan-2002
JJIL-0111ATW	082077-0134	Taiwan	Registered	JOINT JUICE	9420972	04-May-2005	1206048	16-Apr-2006
JJIL-0124ACTM	082077-0161	European Union	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-AT	082077-0161-AT	Austria	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-BX	082077-0161-BX	Benelux	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-CY	082077-0161-CY	Cyprus	Pending	BRAIN JUICE	005053558	03-May-2006		

B-3

WFBC/Joint Juice  
Patent and Trademark Security Agreement

I-LA 960781

TRADEMARK  
REEL: 003686 FRAME: 0243

Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
CY								
JJIL-0124ACTM-CZ	082077-0161-CZ	Czech Republic	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-DE	082077-0161-DE	Germany	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-DK	082077-0161-DK	Denmark	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-EE	082077-0161-EE	Estonia	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-ES	082077-0161-ES	Spain	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-FI	082077-0161-FI	Finland	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-FR	082077-0161-FR	France	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-GB	082077-0161-GB	United Kingdom	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-GR	082077-0161-GR	Greece	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-HU	082077-0161-HU	Hungary	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-IE	082077-0161-IE	Ireland	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-IT	082077-0161-IT	Italy	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-JE	082077-0161-JE	Jersey	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-LT	082077-0161-LT	Lithuania	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-LV	082077-0161-LV	Latvia	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-MT	082077-0161-MT	Malta	Pending	BRAIN JUICE	005053558	03-May-2006		

B-4

*WFBC/Joint Juice  
Patent and Trademark Security Agreement*

I-LA-960781

**TRADEMARK  
REEL: 003686 FRAME: 0244**

Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
JJIL-0124ACTM-PL	082077-0161-PL	Poland	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-PT	082077-0161-PT	Portugal	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-SE	082077-0161-SE	Sweden	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-SI	082077-0161-SI	Slovenia	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124ACTM-SK	082077-0161-SK	Slovakia	Pending	BRAIN JUICE	005053558	03-May-2006		
JJIL-0124AJP	082077-0162	Japan	Registered	BRAIN JUICE	2006-41299	08-May-2006	5056666	22-Jun-2007
JJIL-0126ACTM	082077-0163	European Union	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-AT	082077-0163-AT	Austria	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-BX	082077-0163-BX	Benelux	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-CY	082077-0163-CY	Cyprus	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-CZ	082077-0163-CZ	Czech Republic	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-DE	082077-0163-DE	Germany	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-DK	082077-0163-DK	Denmark	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-EE	082077-0163-EE	Estonia	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-ES	082077-0163-ES	Spain	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-FI	082077-0163-FI	Finland	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-FR	082077-0163-FR	France	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007

B-5

WFBC/Joint Juice  
Patent and Trademark Security Agreement

1-LA-960781

TRADEMARK  
REEL: 003686 FRAME: 0245

Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
JJIL-0126ACTM-GB	082077-0163-GB	United Kingdom	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-GR	082077-0163-GR	Greece	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-HU	082077-0163-HU	Hungary	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-IE	082077-0163-IE	Ireland	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-IT	082077-0163-IT	Italy	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-JE	082077-0163-JE	Jersey	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-LT	082077-0163-LT	Lithuania	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-LV	082077-0163-LV	Latvia	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-MT	082077-0163-MT	Malta	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-PL	082077-0163-PL	Poland	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-PT	082077-0163-PT	Portugal	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-SE	082077-0163-SE	Sweden	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-SI	082077-0163-SI	Slovenia	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126ACTM-SK	082077-0163-SK	Slovakia	Registered	HEART JUICE	005053236	03-May-2006	00505323	12-Jun-2007
JJIL-0126AJP	082077-0164	Japan	Registered	HEART JUICE	2006-41301	08-May-2006	5056667	22-Jun-2007
JJIL-0133CA/TM	082077-0172	Canada	Pending	JOINT WATER	1345648	02-May-2007		
JJIL-0134CA/TM	082077-0173	Canada	Pending	JOINT FITNESS	1345650	02-May-2007		
JJIL-0135CA	082077-0177	Canada	Pending	JOINT	1371483	09-Nov-2007		

B-6

*WFBC/Joint Juice  
Patent and Trademark Security Agreement*

I-LA-960781

**TRADEMARK  
REEL: 003686 FRAME: 0246**

Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
				JUICE FITNESS				
JJIL-0135CTM	082077-0176	European Union	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-AT	082077-0176-AT	Austria	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-BG	082077-0176-BG	Bulgaria	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-BX	082077-0176-BX	Benelux	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-CY	082077-0176-CY	Cyprus	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-CZ	082077-0176-CZ	Czech Republic	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-DE	082077-0176-DE	Germany	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-DK	082077-0176-DK	Denmark	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-EE	082077-0176-EE	Estonia	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-ES	082077-0176-ES	Spain	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-FI	082077-0176-FI	Finland	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-FR	082077-0176-FR	France	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-GB	082077-0176-GB	United Kingdom	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-GR	082077-0176-GR	Greece	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-HU	082077-0176-HU	Hungary	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-IE	082077-0176-IE	Ireland	Pending	JOINT JUICE	006362461	02-Nov-2007		

B-7

WFBC/Joint Juice  
Patent and Trademark Security Agreement

1-LA/960781

TRADEMARK  
REEL: 003686 FRAME: 0247



Alternative ID	Docket No.	Country	Status	Trademark	Application No	Application Date	Registration No	Registration Date
				FITNESS				
JJIL-0135CTM-IT	082077-0176-IT	Italy	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-JE	082077-0176-JE	Jersey	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-LT	082077-0176-LT	Lithuania	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-LV	082077-0176-LV	Latvia	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-MT	082077-0176-MT	Malta	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-PL	082077-0176-PL	Poland	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-PT	082077-0176-PT	Portugal	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-RO	082077-0176-RO	Romania	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-SE	082077-0176-SE	Sweden	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-SI	082077-0176-SI	Slovenia	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135CTM-SK	082077-0176-SK	Slovakia	Pending	JOINT JUICE FITNESS	006362461	02-Nov-2007		
JJIL-0135JP	082077-0175	Japan	Pending	JOINT JUICE FITNESS	2007-114981	13-Nov-2007		

B-8

WFBC/Joint Juice  
Patent and Trademark Security Agreement

I-LA/960781

RECORDED: 12/26/2007

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REEL: 003686 FRAME: 0248